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10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE EASTERN DISTRICT OF WASHINGTON**

12 ARNAUD WEBER,

13 Plaintiff,

14 Case No.

15 v.

16 **COMPLAINT**

17 X CORP. and JOHN/JANE DOES I-
18 V,

19 Defendants.

20
21 **I. NATURE OF ACTION**

22 1.1 Arnaud Weber, former Vice-President of Engineering for Twitter,
23 brings this action against Twitter's corporate successor, X Corp., for breach of
24 contract, promissory estoppel, failure to pay wages due, and willful withholding
25 of wages. The Company has refused to pay Weber the second \$375,000
26 installment of his 2022 cash award. He also brings claims for willful withholding

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1 of wages against the individual officers, vice-principals, and/or managing agents
 2 of the Company who had and/or have authority over the payment of wages.

3 **II. JURISDICTION AND VENUE**

4 2.1 This court has jurisdiction by virtue of 28 U.S.C. § 1332(a)(2).
 5 Weber and X Corp. are citizens of different States and the amount in controversy
 6 exceeds \$75,000, exclusive of interest and costs. On information and belief, none
 7 of the Doe Defendants are citizens of Washington.

8 2.2 Venue properly lies in this court by virtue of 28 U.S.C. § 1391(b)(2).
 9 At all times material to this action, Weber was employed by Twitter in this
 10 judicial district.

11 **III. PARTIES**

12 3.1 Plaintiff Weber is the former Vice-President of Engineering,
 13 Consumer, for Twitter. Weber is a citizen of Washington.

14 3.2 Defendant X Corp. is the corporate successor to Twitter. X Corp. is a
 15 Nevada corporation with its principal place of business in California. X Corp. is
 16 an employer within the meaning of RCW 49.48 and RCW 49.52.

17 3.3 Defendants John/Jane Does I-V are/were officers, vice-principals,
 18 and/or managing agents of Twitter and/or defendant X Corp. with authority over
 19 the payment of wages. The identities of Defendants John/Jane Does I-V are not
 20 known to Weber at this time, and he names them as placeholders for these
 21 unidentified defendants. Upon discovery of the identities of the Doe Defendants,
 22 Weber will seek to amend his complaint to substitute the Doe Defendants with
 23 their true identities.

24 **IV. FACTS**

25 4.1 Weber began employment with Twitter in 2019. His original
 26 position was Vice-President of Ads Engineering.

1 4.2 On February 8, 2022, Weber was given the position of Vice-
2 President of Engineering, Consumer, with a base compensation of \$420,000.

3 4.3 On April 25, 2022, Twitter entered into an Agreement and Plan of
4 Merger with X Holdings I, Inc., its subsidiary, X Holdings II, and Elon R. Musk.

5 4.4 On July 1, 2022, Twitter offered Weber in writing “a one-time cash
6 award of \$1,500,000” effective that date but payable in four equal installments,
7 provided Weber remained continuously employed through each payment date.
8 The cash bonus was “an effort to show our appreciation for your contributions
9 and impact on Twitter and your dedication to Twitter’s success now and
10 beyond....”

11 4.5 Weber accepted the July 1, 2022, cash award offer on August 23,
12 2022.

13 4.6 On October 1, 2022, Weber received the first \$375,000 installment
14 of the 2022 cash award.

15 4.7 The merger referenced in paragraph 4.3 above closed on October 27,
16 2022.

17 4.8 On December 9, 2022, Weber received an email from Twitter HR
18 stating:

19 We are reaching out to you regarding a one-time
20 retention award you were awarded between April 25,
21 2022 (the “Merger Agreement” date) and October 27,
22 2022 (the “Closing” date).

23 All retention awards made between the Merger
24 Agreement and Closing dates, [sic] required consent of
25 the buyer. As Twitter is now a private company and
26 under new management, all retention awards are being
reviewed for compliance. Accordingly, payments from
any such awards are being paused pending review.

Once we have more to share, we will update you.

4.9 Payment of the second installment of Weber's 2022 cash award was due on January 1, 2023, and Weber had been continuously employed by Twitter through that date.

4.10 Weber's employment with Twitter was terminated on January 4, 2023.

4.11 Weber has never been paid the \$375,000 second installment of his 2022, award.

4.12 On March 8, 2023, Weber transmitted by certified mail a demand letter from undersigned counsel to then-Twitter Chief Executive Officer Elon Musk. The letter informed Musk of Weber’s claims for unpaid wages respecting the \$375,000 second installment of the 2022 cash award. Musk never responded to the March 8, 2023, letter.

4.13 On April 10, 2023, Weber submitted to Twitter’s Legal Department by certified mail a demand drafted by undersigned counsel pursuant to Paragraph 4 of his July 19, 2019, Dispute Resolution Agreement for arbitration of his unpaid wage claims respecting the \$375,000 second installment of the 2022 cash award. Twitter has never responded to Weber’s demand for arbitration.

4.14 On June 8, 2023, Weber transmitted by certified mail a demand letter from undersigned counsel to Twitter Chief Executive Officer Linda Yaccarino. The letter informed Yaccarino of Weber's claims for unpaid wages respecting the \$375,000 second installment of the 2022 cash award. Yaccarino never responded to the June 8, 2023, letter.

V. FIRST CAUSE OF ACTION: BREACH OF CONTRACT
(DEFENDANT X Corp.)

5.1 Plaintiff incorporates paragraphs 1.1-4.14 as if set forth herein.

5.2 The July 1, 2022, cash award offer, accepted by Weber on August

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1 23, 2022, constitutes a binding and enforceable contract.

2 5.3 Twitter/defendant X Corp. breached the terms of the 2022 cash
3 award contract between Twitter and Weber by failing to pay Weber the second
4 \$375,000 installment of that contract.

5 5.4 As a direct and proximate result of Twitter/defendant X Corp.'s
6 breach of contract, Weber has been damaged in an amount no less than \$375,000.

7 **VI. SECOND CAUSE OF ACTION: PROMISSORY ESTOPPEL**
8 **(DEFENDANT X Corp.)**

9 6.1 Plaintiff incorporates paragraphs 1.1-4.14 as if set forth herein.

10 6.2 Twitter's July 1, 2022, cash award offer to Weber constituted a
11 promise that Twitter should have reasonably expected Weber would rely on: a
12 promise that he would receive each of the installments of the cash award,
13 provided he had been continuously employed by Twitter when each of the
14 installments became due.

15 6.3 Weber actually and justifiably relied on that promise by deciding to
16 stay employed with Twitter until his termination date on January 4, 2023, instead
17 of resigning his employment earlier.

18 6.4 Weber fully performed his obligations under the 2022 cash award
19 agreement with respect to the January 1, 2023, installment of that cash award.
20 Injustice can be avoided only by enforcing Twitter's promise to pay Weber the
21 January 1, 2023, installment of the 2022 cash award against defendant X Corp.

22 6.5 As a direct and proximate result of Weber's reliance on Twitter's
23 promise regarding the 2022 cash award, Weber has been damaged in an amount
24 no less than \$375,000.

25 **VI. THIRD CAUSE OF ACTION: VIOLATION OF RCW 49.48.010**
26 **(DEFENDANT X Corp.)**

27 7.1 Plaintiff incorporates paragraphs 1.1-4.14 as if set forth herein.

1 7.2 RCW 49.48.010 requires an employer to pay all wages due to a
2 terminated employee by the end of the next established pay period.

3 7.3 The next established pay period following the termination of
4 Weber's employment at Twitter was in January 2023.

5 7.4 The payments due to Weber under 2022 cash award constitute wages
6 within the meaning of RCW 49.48.010.

7 7.5 Twitter/defendant X Corp.'s failure to provide Weber with the
8 second installment of the 2022 cash award violated RCW 49.48.010.

9 7.6 As a direct and proximate result of Twitter/defendant X. Corp.'s
10 violation of RCW 49.48.010, Weber has been damaged in an amount no less than
11 \$375,000.

12 **VIII. FOURTH CAUSE OF ACTION: VIOLATION OF RCW 49.52.050**

13 8.1 Plaintiff incorporates paragraphs 1.1-4.14 as if set forth herein.

14 8.2 RCW 49.52.050 prohibits any employer, officer, vice-principal, or
15 managing agent from willfully withholding wages due to any employee.

16 8.3 The payments due to Weber constitute wages within the meaning of
17 RCW 49.52.050.

18 8.4 Does I-V are or were officers, vice-principals, and/or managing
19 agents of defendant X Corp. and/or Twitter within the meaning of RCW
20 49.52.050, who had authority over the payment of the wages due Weber.

21 8.5 Defendants' willful withholding of the wages due to Weber
22 constitutes a violation of RCW 49.52.050.

23 8.6 RCW 49.52.070 provides that the remedy for a violation of RCW
24 49.52.050 is payment of twice the wages wrongfully withheld as exemplary
25 damages.

26 8.7 As a direct and proximate result of defendants' violations of RCW
27 49.52.050, Weber is entitled to exemplary damages of no less than \$750,000.

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IX. PRAYER FOR RELIEF

WHEREFORE Plaintiff prays that the Court enter a judgment against Defendants awarding him:

1. Lost wages in an amount no less than \$375,000;
2. Double damages pursuant to RCW 49.52.070;
3. Pre-judgment interest;
4. Attorneys' fees and costs; and
5. Such other and further relief as this Court deems just and proper.

X. JURY DEMAND

Plaintiff demands a trial by jury of all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

DATED this 17th day of August 2023.

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